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ABSTRACT

The agreement reached between Temple University and the Temple Chapter of the American Association of University Professors (AAUP) is presented. Items covered in the agreement include: recognition; salaries; fringe benefits; workload; tenure procedures; termination of service of faculty; promotion; appointment, promotion, and termination of service of librarians and academic professionals; selection of department chairpersons; and safety and health. Also covered are affirmative action, maintenance of standards, grievance procedures, arbitration procedures, rights of AAUP, rights of Temple, personnel files, and federal wage controls. (SPG)

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ED154691

Agreement

between

Temple University

OF THE COMMONWEALTH SYSTEM OF HIGHER EDUCATION

and the

American Association of University Professors

Temple Chapter

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ARTICLE I
Recognition

Temple recognizes AAUP, pursuant to the final certification of the Pennsylvania Labor Relations Board of July 5, 1973 in Case Nos. PERA-R-1123-E; PERA-R-1137-E, as the exclusive collective bargaining representative of the employees of Temple University in the unit described below for the purpose of negotiating with respect to wages, hours and other terms and conditions of employment:

> All full time faculty, including department chairpersons, employed at Temple University, full time professional librarians (including department heads) on the Paley Library budget or in other colleges and schools included in the bargaining unit, non-faculty academic professionals as defined in Appendix A. Excluded from the bargaining unit are members of the faculty, librarians and support professionals at Temple University Rome, the Medical School, Law School, Dental School and Hospital of Temple University and all other non-faculty and professional employees, including teaching associates, and graduate assistants, Computer Activity personnel, and management, supervisors, first-level supervisors and confidential employees as defined in Act 195.

ARTICLE II
Definitions

1. **Faculty:** All full time employees of Temple University who hold faculty rank in a school or college (such as, but not limited to Instructor, Assistant Professor, Associate Professor, or Professor) included in the bargaining unit.
2. **Librarians:** All professional librarians including Department Heads on the Paley Library budget and in other colleges and schools included in the bargaining unit.
3. **University:** The Temple University of the Commonwealth System of Higher Education.
4. **Temple:** The Board of Trustees, President, Vice Presidents, Deans, and such other supervisors and managerial personnel as defined in The Public Employee Relations Act 195. It shall not include Department chairpersons or Department heads in Paley Library.
5. **AAUP:** The Temple University Chapter of the American Association of University Professors.

6. **Members of the Bargaining Unit:** Faculty, librarians and academic professionals represented by the AAUP for purposes of collective bargaining.
7. **Department Chairpersons:** A faculty member who is the functional head of an academic department.
8. **Dean:** The chief executive officer of each College or School of Temple University.
9. **President:** The President of Temple University of the Commonwealth System of Higher Education.
10. **College or School:** The terms are interchangeable and refer to the Colleges and Schools now included in the AAUP bargaining unit, namely:
    College of Liberal Arts
    School of Business Administration
    College of Education
    College of Health, Physical Education, Recreation and Dance
    School of Social Administration
    College of Allied Health Professions
    School of Pharmacy
    Tyler School of Art
    College of Music
    School of Communications and Theater
    College of Engineering Technology
11. **Board of Trustees:** The Board of Trustees of Temple University of the Commonwealth System of Higher Education.
12. **Gender:** The masculine, feminine and neuter gender as used in this Agreement import one another. The singular number shall import the plural whenever applicable.

ARTICLE III
Salaries

A. **Across the Board Increases**

1. Effective July 1, 1976 the following across the board increases in annual salaries shall be granted to continuing faculty on academic year appointment according to the rank they then hold:
   Professors $1300
   Associate Professors $975
   Assistant Professors $800
   Instructors $650

Faculty on fiscal year appointment shall be granted an across the board increase of 11/9 of the amount stated above for their rank.

Effective July 1, 1976, continuing librarians and academic professionals shall each receive an increase in salary of 5% of his salary as of June 30, 1976.

2. Effective January 1, 1977, continuing librarians and academic professionals shall each receive an increase in salary of 2% of his salary as of June 30, 1976.
3. Effective July 1, 1977, continuing members of the bargaining unit shall each receive an increase in salary of 5% of his salary as of June 30, 1977.
4. Effective January 1, 1978, continuing librarians and academic professionals shall each receive an increase in salary of 1% of his salary as of June 30, 1977.

B. **Salary Minima**

The following minima will apply to all faculty regardless of whether they are on academic or calendar year contracts:

Effective July 1, 1976	
Instructor	$10,500.
Assistant Professor	12,500.
Associate Professor	15,500.
Professor	19,000.
Effective July 1, 1977	
Instructor	$11,000.
Assistant Professor	13,000.
Associate Professor	16,000.
Professor	19,500.

These annual minima will be applied after across the board increases are made.

Effective July 1, 1976, the following salary minima shall apply to all librarians:

Grade L1	$ 9,500.
after 6 months	$10,000.
Grade L2	12,000.
Grade L3	14,000.
Grade L4	16,000.

Effective July 1, 1976, the following salary minima shall apply to all academic professionals:

Grade level 7	$ 7,070.
Grade level 8	7,630.
Grade level 9	8,250.
Grade level 10	8,900.

Grade level 11	9,620.
Grade level 12	10,400.
Grade level 13	11,250.
Grade level 14	12,160.
Grade level 15	13,120.
Grade level 16	14,160.
Grade level 17	15,290.

These minima shall continue to be identical with the minima in the Administrative Salary Structure, and shall increase accordingly if the latter are increased during the term of this Agreement.

C. **Additional Increases For Promotion**

Any member of the bargaining unit who is promoted in rank or grade level effective July 1, 1976 shall receive a promotional increase, effective January 1, 1977, of 5% of his salary as of June 30, 1976.

Similarly, any member of the bargaining unit who is promoted in rank or grade level effective July 1, 1977 shall receive a promotional increase, effective January 1, 1978, of 5% of his salary as of June 30, 1977.

In either year, the amount granted for promotion shall be reduced by the amount of the increase received the prior July 1, due to the application of salary minima.

D. **Faculty Merit Increases**

Merit increases reflect the special accomplishments of a faculty member in one or more of the following areas: teaching, research, and service (as defined in the September, 1973, Faculty Handbook, pages 18 and 19). Faculty are evaluated for merit increases by their peers, by their chairperson and by their Dean.

Effective January 1, 1977, there shall be a merit fund for faculty at the rate of 1.25% of the faculty salaries as of June 30, 1976.

Effective January 1, 1978, there shall be a merit fund for faculty at the rate of 1.0% of the faculty salaries as of June 30, 1977.

The following merit committees shall be established:

a. A Department Merit Committee composed of bargaining unit faculty member(s) in a given department who are elected by the bargaining unit faculty members of that department. The Department Merit Committee member(s) shall have access to current salaries of faculty members in the department.

b. A College Merit Committee composed of bargaining unit faculty members who are elected by the bargaining unit faculty members of that college for the express purpose of reviewing merit recommendations. The College Merit Committee should be constituted so that at least one third of its members are from ranks other than that of professor.

c. A University Merit Committee composed of eight members, four appointed by AAUP and four appointed by Temple. In cases of a tie vote, the Vice President and Dean of Faculty shall make a final determination. The University Merit Committee shall establish guidelines, time limits, and other procedures for the utilization of merit funds, consistent with this Agreement.

The process for determining merit increases shall be as follows:

1. Effective January 1, 1977, each college shall be assigned a merit fund for faculty at the rate of 1.15% of the faculty bargaining unit members' salaries of that college as of June 30, 1976. Effective January 1, 1977, the University Merit Committee shall be assigned a merit fund for faculty at the rate of 0.1% of the faculty bargaining unit members' salaries as of June 30, 1976. Effective January 1, 1978 each college shall be assigned a merit fund for faculty at the rate of 1.0% of the faculty bargaining unit members' salaries of that college as of June 30, 1977. The Dean of each College, in consultation with the College Merit Committee, shall assign part or all of the college merit funds to the departments of the college.
2. Each Department Merit Committee and the chairperson of each department shall make recommendations utilizing the merit funds assigned to that department in order to reward special accomplishments of individual faculty members of the department in one or more of the areas of teaching, research and service. The Department Merit Committee shall evaluate the department chairperson's teaching, research, and service in the same manner as those of any other faculty member. The recommendations of the department chairperson and of the Department Merit Committee shall be forwarded to the Dean and to the College Merit Committee. These recommendations shall include written reasons for the awards.

3. Every department shall distribute to each of its faculty members a list of the department's merit recommendations.

Within five working days following notification of the department's recommendations, a faculty member may file an appeal simultaneously to the department chairperson, Dean, and College Merit Committee. Thereafter, within five working days, the department chairperson will respond in writing to the individual, with copies to the Dean and to the College Merit Committee.

4. The Dean and College Merit Committee shall review the recommendations coming from each department chairperson and each Department Merit Committee as well as all appeals. Each member of the faculty shall be notified of the recommendations concerning him made by the Dean and the College Merit Committee.
5. The Dean of the college, in and after consultation with the College Merit Committee, shall forward all recommendations to the Vice President and Dean of Faculty. In cases where
   (a) the College Merit Committee and the Dean disagree, or
   (b) the College Merit Committee and the Dean have decreased one or more recommendations of a departmental committee, or
   (c) a faculty member believes that he has been denied proper reward for university level service in the normal merit review process,

   the Vice President and Dean of Faculty shall attempt to conciliate the differences. If this cannot be accomplished, the matter shall be referred to the University Merit Committee.
6. In all cases the decisions of the Vice President and Dean of Faculty and/or the University Merit Committee shall be final and binding on AAUP, on Temple, and on the faculty members involved and shall not be subject to the grievance and arbitration provisions of this Agreement.

E. **Salary Inequity Adjustments For Faculty**

A salary inequity adjustment fund at the annual rate of $120,000, shall be applied once effective January 1, 1977, towards correction of long standing faculty salary inequities and/or unrewarded merit.

Within 30 days after signing this Agreement, a University Inequity Committee, composed of four members appointed by AAUP and four members appointed by Temple, shall be established. This Committee shall be responsible for establishing criteria to determine salary inequities and shall also establish procedures for utilizing the salary inequity fund. The primary criterion used to identify potential candidates for an inequity award shall be a salary matrix with which the current salary of each tenured faculty member shall be compared. If the tenured faculty member's salary is below the appropriate matrix salary, the suggested adjustment shall be reviewed according to procedures established by the University Inequity Committee. The University Inequity Committee shall make the final determination of an inequity award or lack thereof. This determination by the University Inequity Committee shall not be subject to the grievance and arbitration provisions of this Agreement.

Upon completion of this review and award procedure, any funds unspent for salary inequity adjustments shall be promptly turned over to the University Merit Committee, which shall utilize them for further merit awards, effective January 1, 1977.

F. **Miscellaneous**

1. **Increased Compensation**
   In the event that Temple wishes to pay any member of the bargaining unit in terms more favorable than those set forth herein, it may do so provided that it makes a written request with a detailed rationale to the AAUP and the AAUP grants its written approval in regard thereto.
2. **Matching Offers**
   When the departmental faculty, chairperson and Dean wish to retain a faculty member who has a bona fide offer (in writing) from another institution, the Dean (with the approval of the departmental faculty and the chairperson) may offer a competitive salary adjustment to attempt to retain the individual without the prior approval of the AAUP. In the event that a salary increase results, Temple shall inform the AAUP in writing within ten days of the decision.
3. **Summer Compensation**
   Effective summer 1977, summer teaching shall be paid

at the rate of 3% of the preceding academic year salary for each semester hour taught, provided that this rate does not exceed a maxium rate of $800 for each semester hour taught.

4. **Compensation for Overload Teaching**
   Compensation for overload teaching by regular full-time faculty during the academic year shall be as follows:

Instructor	$300. per credit
Assistant Professors	$350. per credit
Associate Professors	$425. per credit
Professor	$500. per credit

G. **Compensation Of Department Chairperson**

1. Department Chairpersons may receive extra compensation in addition to their normal salaries for their administrative duties.
2. A committee of eight, four appointed by AAUP and four appointed by Temple, shall be constituted within 90 days after the signing of this Agreement to establish guidelines for the awarding of extra compensation to department chairpersons.
3. The sum of these awards shall not exceed the present total budget allocation for this category of compensation.
4. The Vice President and Dean of Faculty shall insure that the guidelines are followed.
5. When department chairpersons receive such extra compensation, the AAUP will be informed of the extra compensation.
6. Any additional compensation shall cease when the faculty member's term as department chairperson ends, and shall not be included as part of the base salary for applying salary adjustments.

ARTICLE IV
Fringe Benefits

A. All fringe benefits (except as herein modified, amended, or cancelled) in existence on the date of the signing of this Agreement shall be continued during the term of this Agreement.

B. **Blue Cross/Blue Shield Benefits**
   Beginning January 1, 1977 each bargaining unit member and his eligible dependents shall receive full Blue Cros

Blue Shield Plan C coverage from Temple on a non-contributory basis.

Each bargaining unit member shall have the option of membership in qualified health maintenance organizations in accordance with statutory provisions. Temple shall contribute an amount identical to its contribution to Blue Cross/Blue Shield for that individual and his eligible dependents.

C. **Major Medical Insurance**

For all bargaining unit members and their dependents, the present major medical insurance plan will come into force as soon as the basic deductible portion has been satisfied. The maximum lifetime benefit will be increased, effective January 1, 1977, to $250,000.

D. **Dental Benefits**

Effective January 1, 1978 a dental services plan shall be established. Temple shall contribute to this plan funds at the rate of $250,000 per year. Temple and AAUP shall, by November 1, 1977, determine the benefits to be provided. If agreement between the parties cannot be reached, any unresolved matters shall be submitted to binding arbitration under the arbitration provisions of this Agreement.

E. **Group Insurance**

1. Each member of the bargaining unit shall receive non-contributory life insurance according to the following schedule:
   a. $5,000. effective July 1, 1976
   b. $10,000. effective July 1, 1977
2. Each member of the bargaining unit shall be given the opportunity to purchase additional term life insurance at the present rate equal to 1½ times his current salary, or twice his current salary (in addition to the non-contributory insurance). Such coverage shall be rounded up to the next thousand dollars. The amount of additional insurance coverage shall be increased automatically to take base salary increments into account on the effective date of such increments.

F. **Long-Term Disability**

Long term disability insurance may be purchased by a bargaining unit member to cover 60 percent of the first $2,000. of his monthly salary and 40 percent of his monthly salary in excess of $2,000., after six months of continuous disability. In no case shall the maximum monthly payment be more than $2,000. per month. During the term of this

Agreement, any bargaining unit member electing coverage shall contribute $2.50 per year per thousand dollars of base salary for this coverage, while Temple shall contribute the remainder.

G. **Sick Leave Policy**

1. For faculty the following sick leave provisions shall apply: Temple shall pay full salary for the first two months and at least half salary for the next four months of sick leave, following the guidelines for such sick leave salary stated in the September, 1973 Faculty Handbook under Sick Leave, pages 43-44. During this period, all fringe benefits shall be continued in the normal manner.
2. Librarians shall be entitled to up to three months sick leave at full salary.
3. Any member of the bargaining unit on sick leave shall not lose his eligibility to apply for long term disability even if the six months waiting period extends beyond the termination of his employment contract.

H. **Maternity Leave**

1. For all bargaining unit members compensation for maternity leave shall be treated the same as for any other temporary disability.
2. Compensation for maternity leave shall not exceed the contractual obligation to the faculty member.
3. Credit for tenure shall accumulate during maternity leave only at the request of the faculty member. Similarly, credit for completion of the probationary period for librarians and academic professionals shall accumulate during maternity leave only at the request of the librarian or academic professional.

I. **Leave of Absence**

1. If Temple approves a leave of absence without pay for a member of the bargaining unit, the employee shall have the option of continuing his fringe benefits during the leave of absence at his own expense.
2. If the employee is disabled, Temple will continue to fund all of his fringe benefits except pension.

J. **Liability Protection**

Temple shall maintain coverage to insure bargaining unit members against liability claims or suits in connection with their responsibilities to Temple or at Temple. Such insurance shall include coverage against libel and slander

claims. All such liability coverage shall be in an amount no less than $1,000,000. per incident.

K. **Early Retirement**

1. Any bargaining unit member who has had at least ten years of service at Temple and has reached at least age 55 can elect to go on early retirement at the age of 62 or later. The bargaining unit member must notify Temple in writing that he desires to retire early. Upon delivery of the written request, the bargaining unit member may elect to accelerate both his contribution (if any) and Temple's contribution in order that at the elected time of retirement, there will be additional contributions to his pension fund.

   For example, if the election was made at age 55 that the employee wished to retire at age 62, the following alternatives are available:

   - At age 55—12 years paid in 7; each annual contribution increased to 12/7 of stated rates.
   - At age 56—11 years paid in 6; each annual contribution increased to 11/6 of stated rates.
   - At age 57—10 years paid in 5; each annual contribution increased to 10/5 of stated rates.
   - At age 58—9 years paid in 4; each annual contribution increased to 9/4 of stated rates.
   - At age 59—8 years paid in 3; each annual contribution increased to 8/3 of stated rates.
   - At age 60—7 years paid in 2; each annual contribution increased to 7/2 of stated rates.
   - At age 61—6 years paid in 1; each annual contribution increased to 6/1 of stated rates.

   Any bargaining unit member who chooses an early retirement date may, upon proper notice of at least one year in advance of retirement, change his retirement date and elect an alternative one.

2. Any bargaining unit member choosing early retirement shall receive, from the date of retirement until age 67, the medical fringe benefits comparable to those to which he would be entitled as a current full-time member of the bargaining unit, and term life insurance benefits, both non-contributing and contributing, at the level in existence at the time of early retirement.

L. **Academic Professionals' Benefit Committee**

Within 90 days after the signing of this Agreement, AAUP

and Temple shall each appoint three members to an Academic Professionals Class I Review Committee which shall:

(a) review all Academic Professional positions to determine which should be entitled to Class I benefits, and

(b) submit these recommendations within 90 additional days to the Vice President for Personnel Resources for final determination.

The decision of the Vice President for Personnel Resources shall be final and binding and shall not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE V
Work Load

A. **Faculty**

1. Faculty teaching work loads shall be reasonable, fair and consistent with current practices and shall also reflect research activity, creative activity, and service to Temple University performed by the faculty member.

B. **Librarians**

1. The normal work load shall be 35 hours per week. The working hours of individuals shall be scheduled by each department in accordance with the standards of professional service.
2. Compensatory time off shall be granted as follows:
   a. For each hour regularly scheduled and worked beyond 35 per week, one hour compensatory time off.
   b. For each hour assigned on an unscheduled or emergency basis and worked beyond 35 per week, 1½ hours compensatory time off.
3. Compensatory time off may be accumulated by the librarian up to 70 hours and used at his option, subject to the approval of his supervisor, which approval shall not be unreasonably withheld.

C. **Academic Professionals**

1. The normal work week shall be 35 hours. The working hours of individuals shall be scheduled by each department in accordance with the standards of professional service.
2. For all hours scheduled and worked beyond 35, compensatory time off shall be granted as follows:
   a. Time and a half for all hours worked between 4:30

PM on Friday, or the day preceding a holiday, and 8:30 AM Monday or 8:30 AM of the next regularly scheduled work day following the holiday.

b. Straight time off for all other over time hours, except as this may conflict with the Fair Labor Standards Act, which Act shall then apply.

3. Compensatory time off may be accumulated by the academic professional up to 70 hours and used at his option, subject to approval of his supervisor, which approval shall not be unreasonably withheld.

ARTICLE VI
Tenure Procedures

A. Tenure practices and policies set forth in the Tenure statement approved by the Board of Trustees effective September 1, 1970, shall not be altered during the life of this Agreement without the concurrence of the Board of Trustees and the Faculty Senate.

B. The policy of Temple is not to have quotas limiting the number of persons who can advance to the distinguished status of tenured faculty.

C. Only after exhausting the internal appeals and only if the elected Personnel Committee of the Faculty Senate votes in favor of tenure for faculty member and Temple rejects this recommendation, may an appeal be made. The decision by Temple to accept or reject a positive recommendation for tenure by the Personnel Committee of the Faculty Senate shall be made, after receipt by the Office of the President of such recommendation, within 30 days (excluding week ends and holidays) if filed between September 1 and December 15 or between January 15 and May 31, or within 45 days (excluding weekends and holidays) if filed during any other period.

1. Temple's decision shall be communicated in writing to the faculty member, the Personnel Committee, and the AAUP.
2. The candidate for tenure shall notify the Office of the President in writing, at least 10 days prior to the expiration of the applicable period, that he is expecting Temple's decision. The failure of the Office of the President to communicate Temple's decision within the specified time period shall be construed as Temple's approval of tenure.
3. If the faculty member wishes to appeal the tenure deci-

sion of Temple, he must notify the Office of the President and the AAUP in writing within two weeks after receiving notification of Temple's decision.

a. Thereafter, within one week, Temple and the AAUP shall jointly appoint a five-member Tenure Appeals Committee to review the decision.
b. If mutual agreement on the five members cannot be reached within one week, AAUP and Temple shall constitute a seven-member Tenure Appeals Committee. Within an additional week each party shall submit to the other party a list of four members from within the Temple Community.
c. Each party shall then strike two names from the list submitted by the other party. Those remaining shall promptly select three other members from within the Temple Community. The Committee of seven will then designate a chairperson.

4. By a majority vote, the Tenure Appeals Committee may:
   a. Confirm the decision of Temple, or
   b. Reverse the decision of Temple, or
   c. Remand one time for such further consideration as it deems appropriate.
      (1) If the case is remanded for such further consideration and as a result the established time limits for a tenure decision are exceeded, it is hereby understood that this will not constitute de facto tenure.
      (2) The Committee shall be empowered to direct when reconsideration must be completed. If the reconsideration decision extends past July 1, and the final decision is against tenure, the faculty member shall then receive an additional one-year terminal contract.
      (3) If following remanding a Tenure Appeals Committee must again be constituted, the members thereof need not be the same persons as those who served on the Committee when the matter was initially remanded.

The decision of the Tenure Appeals Committee shall in all cases be final and binding upon Temple, the AAUP, and the faculty member involved. A tie vote shall be deemed to be a confirmation of the decision of Temple.

ARTICLE VII
Termination of Service of Faculty

A. Termination of service of a tenured faculty member or of an appointment before the end of its specified term may be made only for retirement, adequate cause, or retrenchment (i.e., financial exigency, discontinuation or reduction of a program or a department).

B. Before terminating faculty members because of retrenchment, Temple will make reasonable efforts to place the affected faculty members in other suitable positions. The released, tenured faculty member's position will not be filled with a replacement within a period of three years, unless the released faculty member has been offered, by inverse order of termination, re-employment in a tenured position (with at least his previous rank and salary) and at least one month within which to accept or decline. An untenured faculty member's position will not be filled for a period of 2 years without prior notification to the released faculty member that candidates for the position are being sought.

C. Written notice that employment is to be terminated because of retrenchment shall be given as follows:
   1. For a faculty member holding a first one-year contract expiring at the end of that academic year, not later than March 15; or if the one-year appointment terminates during an academic year, at least three months in advance of its termination.
   2. For a faculty member holding a second one-year contract or a third one-year contract expiring at the end of that academic year, not later than December 15; or if the second or third one-year appointment terminates during an academic year at least six months in advance of its termination.
   3. For an untenured faculty member who has either:
      (a) completed three or more years of service at Temple, or
      (b) been issued a three-year contract at the time of first appointment to Temple
      (c) at least 12 months, spanning at least two full academic semesters.
   4. For tenured faculty, at least 18 months, spanning at least three full academic semesters.

5. In each case, Temple shall have the option of substituting equivalent severance salary.

D. Retrenchment of faculty (or of librarians and/or academic professionals) is one of the last and most serious steps an institution of higher learning takes in times of financial crisis and should be consistent with the University's commitment to academic excellence and Affirmative Action.

Temple and AAUP agree that, as far as possible, the processes of natural attrition, voluntary early retirement, and voluntary leaves of absence shall be used instead of retrenchment. In the event that Temple is considering possible retrenchment, Temple and AAUP shall, upon reasonable notice not to exceed two weeks, meet to discuss the rationale for and implementation of retrenchment.

No written notice of termination on the basis of retrenchment shall be sent to any member of the bargaining unit prior to the meeting with AAUP to discuss retrenchment. If and when retrenchment notices are sent, concurrent copies of such notices shall be furnished to AAUP.

E. The Faculty Handbook states in Article II that tenure decisions are made "in light of the long term structural academic needs of the departments." Therefore, the order of retrenchment for faculty within a department or program of instruction shall be:

1. Part-time faculty
2. Non-tenured faculty, with individual decisions based upon such important factors as
   (a) Affirmative action goals
   (b) Academic excellence
   (c) Years of service

In cases 1 and 2, the faculty remaining shall have the requisite qualifications to perform the work required.

3. Tenured faculty, provided that the faculty member with the least years of service to Temple University shall be released first.
   (a) In the event of identical years of service, the faculty member with the fewest years since achieving tenure shall be released first.
   (b) In the event of identical years since achieving tenure, the faculty member of lowest rank shall be released first.
   (c) A tenured faculty member can be retrenched in an order other than by seniority only if Temple proves

beyond a reasonable doubt that he cannot perform work which is essential to the continuation of his department or program, while another tenured faculty member of lesser seniority (who would continue to be employed instead of the faculty member of greater seniority) can do this essential work.

4. Any faculty member retrenched may utilize the grievance and arbitration provisions of this Agreement.

F. **Dismissal For Adequate Cause:**
The definitions and procedures approved by the Board of Trustees effective September 1, 1970 and stated on pages 13-16, entitled Termination of Service by the University, Article VII, Sections B and C, of the September, 1973, Faculty Handbook shall be included as part of this Agreement and shall not be altered as applied to members of the bargaining unit during the term of this Agreement without the concurrence of the AAUP, the Board of Trustees, and the Faculty Senate. These definitions and procedures shall govern the dismissal of a faculty member for adequate cause with the addition that if the Board of Trustees overrules the Hearing Committee's reconsideration decision, the faculty member involved may, within 10 days of notification of the overruling decision, seek to utilize the arbitration provisions of this Agreement.

G. **Non-Renewal of a Term Appointment:**
The procedures for written notices approved by the Board of Trustees effective September 1, 1970 and specified in the September, 1973 Faculty Handbook, Article VII, Section A, shall be included as part of this Agreement and shall not be altered as applied to members of the bargaining unit during the term of this Agreement without the concurrence of the AAUP, the Board of Trustees, and the Faculty Senate.

ARTICLE VIII
Promotions

Any applicant for a promotion in rank, grade level, or position within the bargaining unit shall, upon the denial of his application and after the final exhaustion of internal appeals, be entitled to utilize the grievance and arbitration provisions of this Agreement. In any such arbitration the decision of Temple shall be upheld by the arbitrator unless the arbitrator shall find that the decision of Temple appears on its face to be arbitrary or capricious, or that it violates the procedures

established herein for promotion or set forth in the 1973 edition of the Faculty Handbook. In either event, the remedy of the arbitrator shall be to remand the decision for reconsideration.

ARTICLE IX
Appointment, Promotion, and Termination of Service of Librarians

A. **Terms of Appointment**

1. All full time librarians within the bargaining unit shall be appointed for such terms of office as shall be provided in this statement of policy, subject to the provisions contained herein with respect to the termination of their appointments. The terms and conditions of every appointment shall be stated in writing and shall be in the possession of both Temple and the librarian before the appointment becomes effective.
2. Librarians who desire to be employed on a ten-month (two months leave without pay) basis rather than on a twelve-month basis shall make application in writing for the same to the Director by March 1st of the preceding fiscal year. The Director shall render a decision by April 1st. In the event that the request cannot be granted to all librarians submitting such a request, the Director, in making his determination, shall do so on the basis of the operating needs of the library, and the relative seniority of the librarians involved. Where there is a conflict and one or more of them has previously been refused in a prior request, then preference shall be granted to such librarian notwithstanding relative seniority.
3. Librarians shall be appointed initially for a term of one year and may be reappointed for two additional terms of one year and two years respectively to be followed by a regular appointment.
   a) A committee defined by the librarians of the Academic Assembly will advise the Director on decisions to grant or not to grant reappointment during the first and second years. The Director's decision shall be made at least 90 days prior to the expiration of any contract. The Director's decision during the first and second year is not subject to the grievance or arbitration provisions of this Agreement.

b) The probationary period shall consist of a series of terms amounting to 4 years.

(1) In the event that a librarian will not be granted a regular appointment, a termination of contract notice must be provided in writing at least six months prior to the expiration of his fourth year (with the appropriate fiscal year adjustment under A, 3b, sub (4)) of service, or he shall be granted a one-year terminal contract for his fifth year of service.

(2) A librarian initially hired at the L1 rank must be recommended for promotion to the L2 rank within four years, or he will receive a terminal one-year contract (or a six months notice of termination).

(3) Librarians currently employed with four or more years of full time service to the library, except those on a fifth year terminal contract, will be considered to have successfully completed the probationary period, and shall be granted a regular appointment.

(4) For librarians hired in July, August, or September, their first one-year appointment shall terminate the following June 30. For librarians hired in October through June, their first one-year appointment shall terminate one year after the following June 30. For example, a librarian hired in October 1976 shall have a first one-year contract terminating June 30, 1978.

B. **Standards for Promotion and Completion of the Probationary Period**

1. Criteria for promotion and completion of the probationary period shall include:
   a. effectiveness of performance as a librarian,
   b. continuing professional growth as demonstrated by scholarly activities such as continuing education, participation in professional activities, and contributions to the profession
   c. effectiveness of service to the library, and/or to the University.
2. For promotion from L1 to L2 a librarian must demonstrate a high degree of competence in the discharge of duties as a librarian. Promotion to L3 or L4 and/or completion of the probationary period shall be

achieved by demonstrating a high degree of competency in a or b above and having effective performance in the other two criteria.

3. Librarians may always be considered for completion of the probationary period after shorter periods of service than those specified above. Under exceptional circumstances librarians with significant experience in the institution from which they come may be granted a regular appointment upon initial employment.
4. Librarians have the right to the professional expression of judgments and views.

C. **Procedures**

1. Consideration for promotion and/or completion of the probationary period may be initiated at the appropriate time by any or all of the following:
   1) librarian's immediate supervisor,
   2) the appropriate Committee defined by the librarians of the Academic Assembly,
   3) library administration,
   4) the librarian, or
   5) any other member of the academic community.
2. All initial evaluations for promotion, and during the third (2-year) appointment, completion of the probationary period shall be through the appropriate Committee of the Academic Assembly (which Committee is to be defined by the librarians of the Academic Assembly) and the list of candidates shall be sent to the Director.
3. The Committee shall submit its recommendations, and reasons therefore, to the Director and inform the individuals involved.
4. The Director will inform in writing the individuals and the Committee of his decisions and the reasons for them within ten days after receiving the recommendations of the Committee.
5. The decisions of the Director, and all recommendations of the Committee, shall be forwarded immediately to the Vice President and Dean of Faculty or his designee for final resolution. The decision of the Vice President and Dean of Faculty or his designee must be given in writing within ten days to the individual, the library Director, and the Committee of the Academic Assembly.
6. Librarians who have completed the probationary

period shall maintain this status even if they have a physical or mental disability of up to twelve months' duration that prevents them from carrying out their responsibilities. With the appropriate medical certification, the librarian may return to his University responsibility with the status of having completed the probationary period.

7. Time spent on official leave from the University will not be included in the calculations of the various time periods stated above unless the librarian requests in writing to the Director, and the Director approves, that such leave time be included in the timing of decisions on completion of the probationary period.

D. **Right of Appeal For Not Granting Regular Appointment**

A librarian not granted regular appointment after the second year of the probationary period has the right to appeal the decision. Within two weeks after notification by the Vice President and Dean of Faculty or his designee of the decision not to grant regular appointment, the librarian must notify the Vice President and Dean of Faculty or his designee and the AAUP that he wishes to appeal the decision.

Temple and the AAUP will jointly within one week appoint an Appeals Committee of five members of the Temple Community to review the decision. If mutual agreement on the five members, including the designation of a chairperson, cannot be arrived at within one week, AAUP and Temple shall constitute a seven member committee. Within one additional week each shall submit to the other party a list of four members of the Temple Community. Each party shall then strike two names from the list submitted by the other party. The remaining three members, including the designation of the Committee chairperson, shall then be chosen by Temple and the AAUP within one additional week from within the Temple Community.

By a majority vote the Appeals Committee may either:

1. Confirm the decision of Temple
2. Reverse the decision
3. Remand one time for such further consideration as it deems appropriate.

If the case is remanded for such consideration and as a result the established time limits for a decision concerning regular appointment are exceeded, it is hereby understood that this will not constitute de facto regular ap-

pointment. The Committee shall be empowered to direct when reconsideration must be completed and, where appropriate, to award an additional one-year contract. In all cases, if the reconsideration decision extends past June 30, and the final decision is against a regular appointment, the librarian shall then receive an additional one-year terminal contract.

If following remanding the Appeals Committee must again be constituted the members thereof need not be the same persons as those who served on the Committee when the matter was initially remanded.

The decision of the Appeals Committee shall in all cases be final and binding upon Temple, the AAUP, and the librarian involved. A tie vote shall be deemed to be a confirmation of the decision of Temple.

E. **Procedures for Periodic Evaluation of Librarians**

1. During the initial six months of employment, the immediate supervisor and the librarian shall meet at least once for informal discussions of professional performance and responsibilities involved. At the end of six months a written evaluation shall be made by the supervisor, discussed with the librarian, signed by both, and placed in the librarian's personnel file. This signing shall not be deemed to constitute approval by the librarian. The librarian is entitled to attach any written comment or refutation he deems appropriate to the evaluations.
2. Thereafter, annual written evaluations shall be made each January by the immediate supervisor, discussed with the librarian, signed by both and placed in the librarian's personnel file. The librarian is entitled to attach any written comment or refutation he deems appropriate to the evaluation.

F. **Termination of Service by Temple.**

1. Written notice that an appointment is to be terminated because of retrenchment or non-renewal of a term appointment shall be given to a librarian as follows:
   - Three months for less than two years of service
   - Six months after two years of service

   In each case, Temple shall have the option of substituting equivalent severance salary.
2. Termination of service of a librarian who has completed the probationary period or an appointment before the end of its specified term may be made only for

retirement, adequate cause, or retrenchment (i.e., financial exigency, discontinuation or reduction of a program or department).

3. Retrenchment shall be made according to the following order:
   a) part-time librarians,
   b) librarians on probationary appointment according to the inverse date of hire within the library. In each case, the librarians remaining shall have the requisite qualificaticns or specialties to perform the work required,
   c) librarians who have completed the probationary period by inverse order of date of hire within the library.

G. **Dismissal for Adequate Cause**

1. Adequate cause means incompetence, grave misconduct, or neglect of duty.
2. Dismissal for adequate cause of a librarian who has completed the probationary period, or before the end of the specified term of an appointment, will be preceded by:
   a) discussion between the librarian and appropriate administration officers looking toward a mutual settlement and/or informal inquiry by the Academic Assembly, seeking a resolution;
   b) a statement of reasons framed with reasonable particularity from the Director. This statement of reasons must be sent to the librarian and to the AAUP. If the matter is not resolved to the satisfaction of the librarian involved, he may use the grievance and arbitration procedure.

H. **Recall**

1. Following a lay off due to retrenchment, any librarian laid off due to retrenchment shall be recalled in inverse order of lay off provided he has the present ability to perform the work available. Laid off employees shall have recall rights for a period equal to their length of service but in no event for more than two years.
2. Upon receipt of such an offer in writing, a librarian shall have one month to decide whether to accept the offer.

I. **Terminology**

1. Throughout the contract the term Director shall include both a reference to the Director of Paley Library

and a reference to the Dean of the College of Education and/or his designee. Also, a reference to Paley Library shall include a reference to the Instructional Materials Center (I.M.C.) in the College of Education.

2. The librarians in the I.M.C. shall have the same relationship to the Dean of the College of Education or his designee as the Academic Assembly of Librarians has with their Director.

ARTICLE X
Appointment, Promotion, and Termination of Service of Academic Professionals

A. **Terms of Employment**

1. Each full-time academic professional and the AAUP shall receive, at the time of employment, a letter setting forth a brief description of the academic professional's duties, his salary and any employment conditions particular to the individual academic professional. The probationary period shall be two years.
2. The academic professional or the AAUP may, within 30 days after receipt of the revised or original job description, file a grievance if he or the AAUP feels that
   (a) the new salary does not bear a fair relationship to the new duties
   (b) that the stated duties do not qualify the individual as an academic professional.
3. Any new or vacated position may be designated as a fiscal year or academic year position.
4. An academic professional may request a two-month leave of absence without pay. Such leave is subject to the approval of his supervisor, which approval shall not be unreasonably withheld.

B. **Procedures for Periodic Evaluation of Academic Professionals**

1. Written evaluation shall be made by the immediate supervisor and discussed with the academic professional at the end of six months of employment, at the end of one year, and annually thereafter. The evaluation shall be signed by both parties and placed in the academic professional's personnel file. This signing shall not be deemed to constitute approval by the academic professional. The academic professional is entitled to attach any written comment or refutation he

deems appropriate to the evaluation and this shall be made a part of the official personnel file.

2. An academic professional shall have the right to the professional expression of judgments and views.

C. **Termination of Service by Temple**

1. Any academic professional who is terminated, except for adequate cause or retirement, shall be entitled to written notice or equivalent salary as follows:
   - Two weeks if employed less than six months;
   - Four weeks if employed more than six months but less than one year;
   - Two months if employed more than one year but less than two years;
   - Four months if employed more than two years but less than four years;
   - Six months if employed four years or more.
2. Academic professionals who have completed the probationary period shall be terminated only for retirement, adequate cause, or retrenchment (i.e., financial exigency, or discontinuation or reduction of a program or a department).
3. Termination of an academic professional during the probationary period shall not be subject to the grievance and arbitration provision(s) of this Agreement.
4. An academic professional who has completed the probationary period and who is terminated (except for retirement) or laid off shall be entitled to utilize the grievance and arbitration provisions of this Agreement.
5. The position of an academic professional who is laid off because of retrenchment after the completion of his probationary period shall not be filled for a period of one year without first offering the position to the academic professional (in inverse order of termination) who was laid off. Upon receipt of such offer in writing, an academic professional shall have one month to decide whether he wishes to accept the offer.
6. Dismissal for adequate cause (i.e., incompetence, grave misconduct, or neglect of duty) of an academic professional who has completed the probationary period shall require:
   (a) discussion between the academic professional and the appropriate administration officers looking towards a mutual settlement; and
   (b) a written statement of reasons sent to the academic professional and to the AAUP.

7. Retrenchment within a department or program shall be applied in the following order:
   (a) Part-time employees who are functioning as academic professionals,
   (b) Academic professionals in the probationary period,
   (c) Academic professionals who have completed the probationary period by inverse date of hire within Temple, provided that in each case, the academic professionals remaining shall have the requisite qualifications or specialties to perform the work required.
8. Temple shall make every effort to place retrenched academic professionals in other positions in the University.

ARTICLE XI
Selection of Department Chairpersons

A. The AAUP and Temple recognize that the role of the chairperson differs amoung academic units across the University and even within departments in any school or college. Accordingly, the AAUP and Temple agree that in the designation of any chairperson the mode of designation of the department's nominee shall be determined by the department, provided that the department shall consult with the Dean before making a final determination of the procedure and the last such instance of consultation shall occur no more than thirty days before a nominee is to be designated. Normally, no chairperson shall be nominated or appointed without the approval of a majority of full-time faculty of the department. Should the Dean find it necessary not to accept the department's nominee, he shall ask for an alternate nominee. In the event the Dean again declines to accept the department's nominee, the Dean shall immediately appoint an acting chairperson, for a period not to exceed one year, and shall account for his action to the appropriate faculty body in his college.

B. Accordingly, the AAUP and Temple agree that the designation of the departmental chairperson shall be the mutual concern and shall require the input of the Dean and the departmental faculty, and that no chairperson shall be designated without departmental faculty and Dean concurrence in the appointment.

C. Chairpersons are appointed for initial terms not to exceed five years. Beyond this, with due consideration to the

value of change, they may be reconsidered for an additional term or terms not to exceed five years each.

ARTICLE XII
Safety and Health

Temple agrees to continue to make reasonable provisions for the safety and health of bargaining unit members in pursuit of their University recognized professional responsibilities.

ARTICLE XIII
Affirmative Action

Temple and the AAUP agree to cooperate in the implementation of the Affirmative Action Program.

ARTICLE XIV
No Discrimination

Neither Temple nor the AAUP shall discriminate against or in favor of any employee because of race, color, creed, marital status, national origin, political belief, political affiliation, sex, age, AAUP membership or non-membership. The AAUP Bylaws and Constitution requiring membership as a condition of voting, and service on Committees, and shall not be considered a violation of the above.

ARTICLE XV
Maintenance of Standards

All fringe benefits or contractual salary benefits (except as herein modified, amended, or cancelled) in existence on the date of the signing of this Agreement shall be continued.

Furthermore, the following items contained in the 1973 edition of the Faculty Handbook shall be maintained unless this Agreement specifically alters a given item listed below, namely:

1. Employment for extra compensation (page 21)
2. Internal compensation (page 21)
3. Summer research and instruction (pages 21-22)
4. Overload (page 22) except that "three credits" shall be changed to "four credits" throughout this section.

The current methodology with respect to the following matters shall not be altered during the term of this Agreement without the approval of both the Faculty Senate and Temple:

1. Grants in aid of research
2. Study leaves
3. Summer research awards

The current practices with respect to University patent policy shall not be altered during the term of this Agreement without the approval of both the Faculty Senate and Temple.

Any change in the definition of the academic year and fiscal year which affects members of the bargaining unit must be preceded by discussion with AAUP.

ARTICLE XVI
Grievance Procedure

A. The AAUP and Temple agree that they will use their best efforts to encourage the informal and prompt settlement of grievances. In the event a grievance may arise between Temple and one or more of its employees, or between Temple and the AAUP, involving the interpretation and application of this Agreement which cannot be settled informally, a grievance procedure is described below for the orderly resolution of such grievances. The AAUP shall be notified in advance and shall have the right to be present at meetings specified in all steps. The grievant shall have the right of AAUP representation, or may represent himself.

Step 1. Within twenty days after the grievance occurs or after the grievance should have been known, it shall be presented formally in writing to the Chairperson*. The Chairperson will discuss and answer the grievance in writing within five days after receiving the formal presentation.

Step 2. A dispute unresolved in Step 1 may then be presented in writing to the Dean* or his designee within five days of the grievant's receipt of the response or lack thereof in Step 1. The Dean or his designee will answer the grievant in writing within ten days after receiving the grievance.

Step 3. A grievance unresolved in Step 2 may be appealed in writing to the Vice President and Dean of Faculty or his designee within five days of the grievant's receipt of the response or lack thereof in Step 2. A grievance so presented in Step 3 shall be answered by Temple in writing within ten days after its presentation.

B. Failure on the part of Temple to answer a grievance at any step within the specified time limits shall not be deemed acquiescence thereto, and the grievant or the AAUP may

*Or their counterparts for librarians and academic professionals.

proceed to the next step. If the failure to respond occurs at Step 3, the arbitration provisions of this Agreement may be utilized. Failure by the grievant to appeal to the next step within the specified time limit shall be deemed acceptance of the decision rendered at that step.

C. A grievance on behalf of Temple may be presented initially at Step 3 by notice in writing addressed to the AAUP at its offices.
D. All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays, legal holidays, and Temple declared holidays.
E. A grievance which affects a substantial number or class of employees may initially be presented at Step 2 or Step 3 by the AAUP. The grievance shall then be processed in accordance with the grievance procedure.

ARTICLE XVII
Arbitration Procedures

A. In the event a grievance is not satisfactorily resolved through the grievance procedures described in Article XVI of this Agreement, or this Agreement otherwise provides that a matter may be referred to arbitration, and the AAUP wishes to proceed to arbitration, Temple and AAUP shall meet within ten days after Temple's decision in Step 3 of the Grievance Procedure to attempt to select an arbitrator competent in matters peculiar to institutions of higher education and, if appropriate, to a particular discipline. Should the parties be unable to agree on an arbitrator within five days, the grievance may be referred to the American Arbitration Association for resolution by a single arbitrator in accordance with its Voluntary Rules of Labor Arbitration then in force.
B. The language used in this Agreement shall be binding upon the arbitrator.
C. The decision of the arbitrator shall be final and binding.
D. The costs of arbitration shall be borne equally by Temple and the AAUP. Such costs shall be limited to the arbitrator's fee and expenses and the charges of the American Arbitration Association.

ARTICLE XVIII
Rights of AAUP

A. The AAUP shall be entitled to the use of meeting rooms and other university facilities upon application to, and approval from, the appropriate Temple authority on the same basis as granted to any group within Temple.

B. The AAUP shall have the right to post its official communications on approved bulletin boards in each Temple building, and the AAUP shall have the right to use at no cost the campus mail and mail boxes for distribution of its official communications.

C. Temple shall make available to the AAUP, upon reasonable notice, information and data concerning the wages, hours, and terms and conditions of employment of members of the bargaining unit including, but not limited to, the following:

   1. Salary information for all members of the bargaining unit including name, annual salary, department, college, rank, date of promotion to present rank, date of first appointment, and mode of payment (fiscal 12, academic 10, academic 12). Such information shall be supplied at least annually on October 30 (based on the September payroll).
   2. Fringe benefits information for members of the bargaining unit including the numbers of members participating in each fringe benefit and the total level of participation by members of the bargaining unit.

D. Temple shall reproduce and provide 4,000 copies of this Agreement to the AAUP within 60 days following ratification of the Agreement. The cost of such reproduction shall be borne equally by the parties.

E. The AAUP shall have the right to use the addressograph service at the established standard rate.

F. Temple shall list one AAUP telephone number in the University Telephone Directory.

G. Temple shall allow reasonable time for librarians and academic professionals for the processing of their grievances during normal working hours.

H. Participation in Association Activities:
   Since the American Association of University Professors has historically been a professional organization, participation in Association activities shall be credited as University service in the same manner that other professional service is credited.

I. Temple shall provide Paley Library with at least one copy of the detailed computerized version of the Temple budget (presently referred to as the B2 budget) as well as the overall final budget for each year and the breakdown of income for each year as soon as each is available.

J. Temple shall, whenever possible, send to AAUP a copy of all memoranda sent Deans and Budgetary Heads concerning implementations and interpretations of the Temple-AAUP contract.

ARTICLE XIX
Deduction of Dues

A. Deduction of Established Dues. Temple, subject to any applicable law, will deduct from the salary of any bargaining unit member who authorizes such deduction, the AAUP's established monthly dues as certified by the AAUP. Any such employee wishing to begin dues deductions shall submit a properly completed authorization card to Temple's Business Office.

B. A facsimile of the authorization card to be used for the deduction shall be as follows:

"To Temple University:

I, the undersigned, a member of the AAUP bargaining unit, authorize Temple to deduct:

Check one or both

AAUP local dues ☐

AAUP National dues ☐

from my salary and to remit the amounts so deducted to the AAUP.

This authorization shall remain in full force and effect until the same is revoked by me in writing, copies of which revocation have been sent to the AAUP and Temple during the period of October 15—November 1 of any year to become effective the following January 1.

Name _____

Dept. _____

Social Security No. _____ Employee No. _____

Signature _____ Date _____

C. Within 15 days after the close of any payroll period Temple shall forward to the AAUP (1) the dues deducted in the last payroll period and (2) a list showing the names of bargaining unit members who authorized such deductions and the amounts deducted.
D. The AAUP shall defend, indemnify and save harmless Temple, and its employees, from any and all liability, costs and expenses (including attorney's fees) arising as a result of the proper deduction of AAUP dues.

ARTICLE XX
Rights of Temple

A. All managerial and administrative rights and functions except those which are abridged by this Agreement, are vested exclusively in Temple.
B. The enumeration of certain rights and privileges of faculty members in this contract shall not be construed to deny or diminish the existing rights, privileges, and responsibilities of faculty members to participate directly in the formation and recommendation of educational policy within the University and its schools and colleges, as these rights, privileges, and responsibilites are described under the appropriate constitutions of the various parts of the University. Changes or modifications in University, school or college procedures which affect the rights, privileges, and responsibilities regarding the formation and recommendation of educational policies will be governed by procedures prescribed in the Unversity, school or college constitutions, as approved by Temple.

ARTICLE XXI
Personnel Files

A. Each College* shall maintain one official personnel file for each of its bargaining unit members.
B. The personnel file shall include but not be limited to:
   1. Personal data
   2. Information relating to the employee's academic and professional accomplishment submitted by the employee or placed in the file at his request.
   3. Records generated by the College*

*Or the equivalent for librarians or academic professionals.

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4. Memoranda of discussions between the employee and his department chairperson or supervisor relating to evaluations of the employee's professional performance.
5. Observation reports of the employee's professional performance.
6. Written material concerning appointment, reappointment, promotion, tenure, completion of the probationary period and merit increases.

C. Within five days of receipt of written request to the responsible individual, the employee shall have access to the file with the exclusion of pre-employment material. The text of peer evaluations will be available to the employee, minus identification of the individual who wrote the evaluation.

D. The file shall, upon request, be open to duly authorized personnel who are charged with responsibility in the areas of evaluation, promotion, tenure, reappointment, or the processing of grievances.

ARTICLE XXII
No Strike/No Lockout

A. Neither the AAUP, nor any member of the bargaining unit, shall, during the term of this Agreement, instigate, engage in, support, encourage, or condone any strike, work stoppage, or other concerted refusal to perform work.

B. In the event that any member(s) of the bargaining unit engage in any activities prohibited above, the President (or in his absence another officer) of the AAUP shall, upon request by Temple, immediately notify the involved member(s) of the inappropriate and unsanctioned nature of the activity and shall instruct them to cease the activity and to resume their regular duties. Upon request, the AAUP shall also notify Temple in writing that such activities by members have not been called or sanctioned by the AAUP. Temple reserves the right to take appropriate action (subject to the provisions of this Agreement) where activities in violation of this Article by the AAUP and/or members result in interference with any operation of the University.

C. Temple shall not lock out any members of the bargaining unit during the term of this Agreement.

ARTICLE XXIII
Savings Clause

A. It is understood and agreed that all agreements herein are subject to all applicable laws now or hereafter in effect; and to the lawful regulations, rulings and orders of regulatory commissions or agencies having jurisdiction. If any provision of this Agreement is in contravention of the laws or regulations of the United States or of the Commonwealth of Pennsylvania, such provision shall be superseded by the appropriate provision of such law, or regulation, so long as same is in force and effect; but all other provisions of this Agreement shall continue in full force and effect.

B. If, at anytime thereafter, a provision once declared invalid shall be valid, then the provision as originally embodied in this Agreement shall be restored in full force and effect.

ARTICLE XXIV
Federal Wage Controls

If the Federal Government institutes wage controls in any form and any portion of this collective bargaining agreement is deferred or cut back, the parties shall meet, consider, and reallocate (after submission to the government, if necessary) the monetary equivalent of the disapproved wages or benefits in a manner that would result in government approval.

ARTICLE XXV
Meet and Discuss Conference

Representatives of Temple and representatives of the AAUP shall confer at least once each semester to consider problems concerning this Agreement and other matters of mutual concern. The parties shall agree upon a date for such conference which shall be mutually convenient and each party shall, within at least ten days of such date, submit to the other party a list of topics to be included on the agenda of the conference. Memoranda of Agreement may be signed at these conferences to interpret, implement, or make minor modifications in this Agreement.

ARTICLE XXVI
Agreement Construction

The Article or paragraph titles throughout this Agreement are merely editorial identifications of their related text and do not limit or control that text.

ARTICLE XXVII
Duration of Agreement and Reopener Clause

A. This Agreement shall be effective July 1, 1976 and shall continue in full force and effect up to and including June 30, 1980, except as provided in Section B below. It shall automatically be renewed from year to year thereafter, unless either party shall notify the other in writing at least 90 days prior to the expiration of this Agreement.

B. This Agreement is subject to reopening by either Temple or the AAUP:
   (1) On July 1, 1978, for negotiation of salaries and fringe benefits and
   (2) On July 1, 1979, for negotiation of salaries and fringe benefits.

Notice of such reopening shall be given not earlier than one hundred twenty calendar days nor later than sixty calendar days prior to said reopening dates. In the event of such reopening and failure to reach agreement the parties shall be free to strike or lockout, but solely on the items upon which the Agreement has been opened, and the remaining provisions of the Agreement shall remain in full force and effect.

APPENDIX A
Academic Professional

An Academic Professional is a full-time employee of the University whose work is necessary or adjunct to the teaching of students or to research functions of the University. The work shall:

A. 1. be predominantly intellectual and varied in character; and
   2. require consistent exercise of discretion and judgment; and
   3. require knowledge of an advanced nature customarily acquired by specialized study in an institution of higher learning or its equivalent; and

4. be of such character that the output or result accomplished cannot be standardized in relation to a given period of time; or

B. be original and creative in character in a recognized field of artistic endeavor and the result of which depends primarily on the invention, imagination, or talent of the employee.

Included as Academic Professionals are all those positions and individuals agreed upon as of the date of signing of this Agreement.

An Academic Professional is not a full-time member of the faculty, a full-time librarian, a temporary employee, an employee of the University assigned to the campus at Rome, Italy, the schools of Law, Medicine, or Dentistry, or the Temple University Hospital or Computer Activity, or Woodhaven, or any employee of the University who is a member of management or is a supervisor, first-level supervisor or a confidential employee within the meaning of Act 195.

TEMPLE UNIVERSITY

Marvin Wachman, President

Walter H. Powell, Chief Negotiator

Mark C. Ebersole

Marjorie C. Freer

Kenneth A. Harwood

George H. Hunanir

George H. Ingram, Jr.

Elmer E. McGettigan

Robert O. Simmons

TEMPLE UNIVERSITY CHAPTER OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

Leroy W. Dubeck, President AAUP
Chief Negotiator

Elaine C. Clever

Elizabeth S. Davis

Paul W. Eberman

Marthe LaValle-Williams

William D. Nathan

Stephen H. Paul

Donald Rackin

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